

Exhibit D



CITY OF DETROIT
WATER AND SEWERAGE DEPARTMENT
GENERAL ADMINISTRATION

735 RANDOLPH STREET
DETROIT, MICHIGAN 48226-2830
WWW.DETROITMI.GOV

June 22, 2015

Mr. John Wallace, Business Representative
Michigan Building & Construction Trades Council
1640 Porter St.
Detroit, MI 48216

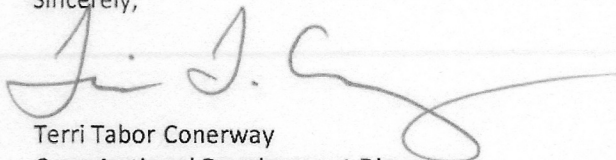
Re: Special Service Employees

Dear Mr. Wallace:

The Detroit Water and Sewerage Department is considering terminating the 2001-2005 collective bargaining agreement regarding Special Service Employees, as it pertains to DWSD. This potential termination would have no impact on the continuation of the Special Services collective bargaining agreement with the City of Detroit, for non-DWSD departments.

DWSD would like to consider a different arrangement for tradespeople who will work on limited basis at DWSD facilities. DWSD would like to meet with you to discuss this matter. Please call me at (313) 964-9485 to schedule a meeting.

Sincerely,



Terri Tabor Conerway
Organizational Development Director

DRAFT
MEMORANDUM OF UNDERSTANDING
BETWEEN THE
DETROIT WATER AND SEWERAGE DEPARTMENT
AND THE
MICHIGAN BUILDING AND CONSTRUCTION
TRADES COUNCIL, AFL-CIO

RE: Special Service Employees

The parties agree that a procedure will be instituted to allow the Detroit Water and Sewerage Department (DWSD) to temporarily fill journeymen skilled trade positions through an as needed process.

The Michigan Building and Construction Trades Council AFL-CIO (MBTC), shall act as an independent contractor for the purposes of providing skilled trade services to the DWSD. It shall be the sole responsibility of the MBTC to disperse payments made by the DWSD for such services. The Department agrees to pay the negotiated wage.

Pay days and payroll practices will be the sole responsibility and at the discretion of the MBTC. It is further understood that SSLT employees covered by this agreement will not be eligible for City Fringe benefits including but not limited to sick leave, vacation, paid holidays, pension (including duty and non-duty disability pensions), life insurance, death benefits, health insurance, shift premium and duty death benefits. The DWSD will not be responsible for workers compensation, social Security, nor Unemployment Compensation.

The Department will provide the hours worked for each employee the first Tuesday of each month. In turn, the MBTC shall provide a monthly invoice to DWSD for payment of services rendered no later than the first Friday of each month.

Requests for journeymen shall be made directly to the MBTC detailing the specific number and trade of the employees needed. The MBTC shall provide the Department with a list of potential candidates. Information included in the list will be; candidate name, contact number, driver's license number and resume. Following a review of the resumes and at the option of the Department, interviews may be conducted.

The Detroit Water and Sewerage Department shall retain its rights to operate and manage its affairs in all respects in accordance with its powers of authority as set forth in the Charter of the City of Detroit and the Home Rule Act. The Detroit Water and Sewerage Department shall in accordance with local trade agreements determine schedules of work. The Department shall also have the right to determine when overtime work is required and schedule such overtime; to establish the methods and processes by which such work is performed. The Department maintains the sole discretion to discontinue the services of any individual MBTC Special Services member for any reason.